	AWARD/CONTRACT 1. This Contr				ct Is A Rat 5 (15 CFR			Rating DOA4	Page 1 C)f 24
2. Cont	tract (Proc. I	nst. Ident) No.		ective Dat		4. Requisition/Purchase Request/Project No.				
W56HZ	V-04-C-0019)		2	003NOV26			SEE SCHED	ULE	
5. Issue	ed By		Code	W56HZV	6. Admi	nistered By	(If Other	r Than Item 5)	Code	S3603A
TACOM	WARREN E	BLDG 231	_			CLEVELAND		,		
	-AQ-ABGB				ADMIRAL KIDD CENTER.					
		586)574-6935 1 49397-5000			555 EAST 88TH STREET					
WARKE	N, MICHIGAN	1 48397-5000			BRATENAHL, OH 44108-1068					
HTTP:	//CONTRACTI	ING.TACOM.ARMY.MIL								
e-mail	address: V	ANHULLD@TACOM.ARMY.MIL				SCD	C P	AS NONE ADI	PPT HQ0337	
7. Nam	e And Addre	ss Of Contractor (No. Street, C	ity, County, S	State, And	d Zip Cod	e) 8.	Delivery	y	,	
		VELOPMENT LABORATORY, INC.					FOI	B Origin X Other (See 1	Below) SEE S	CHEDULE
	GILCHRIST F					9.	Discoun	t For Prompt Payment		
AKRON	, OH. 44305	5-4415								
						10	0. Submit	t Invoices	Ite	em
TYPE	BUSINESS: 0	Other Small Business Perfo	rming in U.	.S.				Unless Otherwise Specified)		12
Code 1CDY9 Facility Code			de				ldress Shown In:		T	
	p To/Mark F	or	Code		-	ent Will Be	-		Code	HQ0337
SEE S	CHEDULE					- COLUMBUS		ENT OPERATION		
						30X 182266				
					COLUM	BUS OH	43218-2	266		
		sing Other Than Full And Oper	_	ſ		nting And A				
	0 U.S.C. 2304	· · · · · · · · · · · · · · · · · · ·)				046N6N7EP665502255Y S2		
	. Item No.	15B. Schedule Of Supp	plies/Services	8	15C. Qu		15D. Un	it 15E. Unit Price	15F. Am	ount
SEE S	CHEDULE	CONTRACT TYPE: Cost-Plus-Fixed-F	?ee			D OF CONTR esearch an		opment Contracts		
							otal Amo	ount Of Contract	\$396,550.0	0
(TT)	g				able Of Co		1			
(X)	Section	Description Part I - The Schedule		Page(s)	(X)	Section Part II - C	ontract (Description Clauses		Page(s)
Х	A	Solicitation/Contract Form		1	Х	I		act Clauses		16
Х	В	Supplies or Services and Price	es/Costs	2		Part III - 1	List Of D	Ocuments, Exhibits, And Ot	ther Attachme	nts
Х	С	Description/Specs./Work Stat		6	Х	J		f Attachments	-	24
Х	D	Packaging and Marking		8		Part IV - 1	Represen	ntations And Instructions		•
Х	E	Inspection and Acceptance		9		K	Repre	sentations, Certifications, a	nd	
Х	F	Deliveries or Performance		10			Other	Statements of Offerors		
X	G	Contract Administration Data	ì	11		L	Instra	., Conds., and Notices to Off	ierors	<u> </u>
X	H	Special Contract Requiremen		13		M	-	ation Factors for Award		
-	-		racting Offic	er Will C						
		's Negotiated Agreement (Con					actor is 1	not required to sign this doc		
	0	document and return 2 signe tractor agrees to furnish and do		18		on Number _ nade by you	which a	dditions or changes are set f	ing the addition forth in full abo	
_		ervices set forth or otherwise id						is listed above and on any co		*
	•	tion sheets for the consideratio			award consummates the contract which consists of the following documents: (a)					
		gations of the parties to this con		2				and your offer, and (b) this	award/contrac	ct. No
-	_	ned by the following document the solicitation, if any, and (c) s		nc	turtner co	ontractual d	ocument	is necessary.		
		tifications, and specifications, a								
		reference herein. (Attachments	are listed							
herein.		o Of Cianan (T O D 1 A		+	20 A NT:	o Of Cart	noti Of	Pf age		
19A. N	ame And Titl	e Of Signer (Type Or Print)				ne Of Contra	acting Of	ncer		
							.ARMY.M	IL (586)574-7197		
19B. N	ame of Contr	actor	19c. Date S	igned	20B. Unit	ed States Of	f America	a	20C. Date S	igned
D					D	11	CTCNED /		2003NOV26	
By (Si	ignature of m	erson authorized to sign)			By Sim	nature of Co	SIGNED/	g Officer)		
	(Signature of person authorized to sign) NSN 7540-01-152-8069				(Sigi 25-106	nature of Co	muracung	g UIIIcer) Standard Form 26 (1	Pov 4-85)	

Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0019 MOD/AMD

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	BALLISTIC RESISTANT AIRLESS TIRES	1	EA		\$
	NOUN: FY04 PHASE II SBIR SECURITY CLASS: Unclassified				
	Contractor shall furnish all the supplies and services to accomplish the work specified in Section C, Scope of Work.				
	Est. Cost: \$662,769.49 Fixed Fee: \$66,276.95 Total Est. Cost: \$729,046.44				
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Destination				
	Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 1 21-NOV-2005 \$ 729,046.44				
	\$ 729,040.44				
000101	BALLISTIC RESISTANT AIRLESS TIRES				
	NOUN: FY04 PHASE II SBIR PRON: E142C006EH PRON AMD: 01 ACRN: AA AMS CD: 665502M4055 (AMOUNT: \$ 396,550.00)				
0002	SERVICES LINE ITEM				
	SECURITY CLASS: Unclassified				
A001	PROGRESS, STATUS AND MANAGEMENT REPORT			\$ <u>** NSP **</u>	\$** NSP **
	NOUN: DI-MGMT-80227 SECURITY CLASS: Unclassified				
					<u> </u>

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination				
A002	FINAL TEST REPORTS			\$** NSP **	\$** NSP **
	NOUN: DI-MISC-80711 SECURITY CLASS: Unclassified				
	Inspection and Acceptance INSPECTION: Destination				
A003	FINAL SCIENTIFIC REPORT	1	EA	\$** NSP **	\$** NSP **
	NOUN: DI-MISC-80711 SECURITY CLASS: Unclassified				
	Packaging and Marking				
	Inspection and Acceptance INSPECTION: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				
	FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (Y00003) SEE NARRATIVE ON DD 1423				
A004	COMPUTER SOFTWARE	1	EA	\$ ** NSP **	\$** NSP **
	NOUN: DI-MCCR-80700 SECURITY CLASS: Unclassified				
	Packaging and Marking				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 3 DEL REL CD QUANTITY DEL DATE 001 1 SEE DD FORM 1423				
	FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS				
	(Y00003) SEE NARRATIVE ON DD 1423				
A005	PRESENTATION MATERIAL		EA	\$ <u>** NSP **</u>	\$** NSP **
	NOUN: DI-ADMIN-81373 SECURITY CLASS: Unclassified				
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination				

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-C-0019

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Name of Offeror or Contractor: AKRON RUBBER DEVELOPMENT LABORATORY, INC.

B.1 Estimated Cost and Payment

- B.1.1 The estimated cost for performance of the work required under this contract is as stated in Section B Schedule.
- B.1.2 The Contractor will be paid for the cost stated in Section B under CLIN 0001 for the performance of work under the Contract the reimbursement of cost shall constitute full and complete consideration for the Contractor's service in connection with the work required and performed under this Contract.
- B.1.3 Allowable cost shall be determined, and payment shall be provided, in accordance with the Contract Clause entitled, "ALLOWABLE COST AND PAYMENT."

B.2 Payment

The Contractor may submit public vouchers on a monthly basis for payment under this Contract. The costs will be payable at the time of reimbursement at the same rate subject to any withholding pursuant to provisions of this Contract.

B.3 Funding

B.3.1 The Government shall provide funds under this Contract covering the estimated cost, on an incremental basis as provided for in the following funding schedule and pursuant to the Contract Clause entitled, "LIMITATION OF FUNDS." It is estimated that the incremental amounts are sufficient for the performance of work in each cited period. The Government may, at its discretion, allot such funds on an incremental basis within each fiscal year. The Contractor shall plan and execute the work required by this Contract to expend and/or commit funds compatible with the funding schedule below. Whenever the Contractor has reason to believe the funds allotted to this contract for any fiscal year are either insufficient or excessive for performing the work required in that fiscal year, the Contractor shall notify the Government.

B.3.2 <u>Incremental Funding Schedule</u>

Performance Period Amount

Award through March 2004: \$ 396,550.00

Nov 2004 through Contract Completion: \$ 332,496.44

Total: \$ 729,046.44

- B.4 Funds Allotted. The amount of funds currently allotted to this Contract are \$396,550.00.
- B.4.1 For the purpose of the Contract clause, "LIMITATION OF FUNDS," the total amount allotted by the Government to the Contract shall be the amount of funds allotted in paragraph B.4 above.
- B.4.2 In performing this Contract, the Contractor is not obligated to incur costs, in excess of the amount of funds allotted to the Contract, as shown in this clause, nor is the Government obligated to reimburse the Contractor for cost in excess of the amount of funds allotted to the Contract by the Government.

*** END OF NARRATIVE B 001 ***

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Name of Offeror or Contractor: AKRON RUBBER DEVELOPMENT LABORATORY, INC.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Regulatory Cite Title Date

52.204-4003 START OF WORK MEETING MAY/2000
(TACOM)

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

Scope of Work

C-1

C.1 Introduction:

The contractor shall develop ten (10) 20-inch 21st Century Military Combat Tires (21stCentury MCT) for the Stryker to enhance the Stryker's survivability and meet or exceed current tire performance, reliability, and maintainability capabilities.

C.2 Requirements:

The contractor shall develop ten (10) 21st Century MCT Assemblies for the Stryker that are accepted by the COTR. These prototypes shall meet all the following requirements:

- C.2.1 The contractor shall design the 21st Century MCT Assembly to reduce the current production tire, wheel, and run-flat insert weight by a minimum of 40lbs per assembly (320 lbs per vehicle). The weight of all ten tire assemblies shall be documented and reported to the government.
- C.2.2 The contractor shall design the 21st Century MCT Assembly to substantially enhance survivability by increasing its current run-flat capability from a range of 30 miles to 200 miles The contractor shall be responsible for verification of this requirement, as specified in C.5.1, through laboratory comparison testing against the current production tire, wheel, and run flat used on the Stryker. The contractor shall publish the results of the testing in accordance with CDRL A002.
- **Note that the 21st Century MCT Assembly must be designed to travel 100 miles with damage from ballistics (25mm HE round) and up to 0.51b anti personnel mine or foreign objects). This will not be validated until Phase III and is beyond the scope of this phase II effort
- C.2.3 The contractor shall design the 21st Century MCT Assembly to substantially enhance survivability by increasing its current run-flat speed limit from 30 mph to 50 mph. The contractor shall be responsible for verification of this requirement, as specified in C.5.1, through laboratory comparison testing against the current production tire, wheel, and run flat used on the Stryker. The contractor shall notify the COTR at least 15 days before testing, and the contractor shall publish the results of the testing in accordance with CDRL A002.
- C.2.4 The contractor shall demonstrate that the 21st Century MCT Assembly will exceed 80% of the life of the current production tire produced by Michelin. The contractor shall be responsible for verification of this requirement, as specified in C.5.2, through laboratory comparison testing against the current production tire, wheel, and run flat used on the Stryker. The contractor shall publish the results of the testing in accordance with CDRL A002.
- C.2.5 The contractor shall publish the results of the deflection testing as specified in C.3.3 and in accordance with CDRL A002.
- C.2.6 The contractor shall publish the results of the rolling resistance testing as specified in C.3.4 and in accordance with CDRL A002.
- C.3 Testing:
- C.3.1 The contractor shall test four (4) of the ten (10) 21st Century MCT Assemblies and four (4) current Michelin Stryker production tires with no air pressure until failure or safety prohibits further testing. The contractor shall test all tires on an Material Testing System (MTS) flat track. The contractor shall notify the COTR at least 15 days before testing.
- C.3.2 The contractor shall test four (4) of the remaining six (6) 21st Century MCT Assemblies and four (4) current Michelin

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Name of Offeror or Contractor: AKRON RUBBER DEVELOPMENT LABORATORY, INC.

Stryker production tires according to the mission profile of the Stryker for a maximum of 10,000 miles per tire or until failure or safety prohibits further testing. The contractor shall test all tires on an MTS flat track. The COTR will provide specifics regarding the Stryker mission profile. The contractor shall notify the COTR at least 15 days before testing.

- C.3.3 The contractor shall conduct load deflection tests for the remaining two (2) of ten (10) 21st Century MCT Assemblies for the Stryker and two (2) current Michelin production Stryker tires and. The contractor shall conduct the deflection test from 0 to a maximum of 5 inches of deflection or until failure or safety prohibits further testing. Measurements shall be taken every 0.2 inches of deflection. The contractor shall plot the load vs. stress for all the tests and report this information in the monthly report and the final test report.
- C.3.4 The contractor shall determine the rolling resistance coefficient for two (2) current Michelin production Stryker tires and two (2) 21st Century MCT Assemblies for the Stryker. The contractor shall conduct testing in accordance with SAE J1269 Rolling Resistance Measurement Procedure for Passenger Car, Light Truck, and Highway Truck and Bus Tires.

C.4 Documentation:

- C.4.1 The contractor shall provide the Pro-E solid model and finite element analysis of the accepted deliverable 21st Century MCT for the Stryker as outlined in CDRL A004.
- C.4.2 The contractor shall conduct the finite element analysis to include the predicted load to deflect the 21st Century MCT Assembly 0 to 5 inches with measurements to be taken every 0.2 inches of deflection.
- C.4.3 The contractor shall plot the load vs. stress for all the simulated tests and report this information in the monthly report and the final test report.

C.5 Reporting:

- C.5.1 The contractor shall provide a bi-weekly progress report as outlined in CDRL A001 and Scientific and Technical Reports in CDRL A002 upon completion of tests identified in block 16.
- C.5.2 The contractor shall provide a Final Technical Report upon completion of all testing in accordance with CDRL A003.
- C.5.3 The contractor shall provide presentation materials as identified in CDRL A005.

*** END OF NARRATIVE C 001 ***

Reference No. of Document Being Continued

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Name of Offeror or Contractor: AKRON RUBBER DEVELOPMENT LABORATORY, INC.

SECTION D - PACKAGING AND MARKING

D-1 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

D.1 Packaging and Packing:

The Contractor shall package and pack all items deliverable under this Contract in accordance with standard commercial practice to assure arrival at destination without damage or loss.

D.2 Software Marking:

The Contractor shall mark all software delivered under this Contract with the software title, TACOM Contract number, the name and address of the prime Contractor, and the name and address of the Sub-Contractor (if any) which generated the software. The marking shall be in the format below for the prime Contractor or Subcontractor generated software as applicable.

Software Title
TACOM Contract Number
Prime Contractor's Name
Prime Contractor's Address

Software Title
TACOM Contractor Number
Prime Contractor's Name
Prime Contractor's Address
Sub-Contractor's Name
Sub-Contractor's Address

D.3 Materials and Hardware Marking

The Contractor shall mark or tag all materials and hardware deliverable under this Contract with the following information:

TACOM Contract Number Contractor's Name Contractor's Address

A Description of the Material or Hardware (e.g., WRU Prototype System for 30 kW Generator)

CONTINUENTION CHEET	Reference No. of Document Be	Page 9 of 24					
CONTINUATION SHEET	PIIN/SIIN W56HZV-04-C-0019	MOD/AMD					
Name of Offeror or Contractor: AKRON RUBBER DEVELOPMENT LABORATORY, INC.							
SECTION E - INSPECTION AND ACCEPTANCE							
Regulatory Cite	Title		Date				

E.2 <u>Inspection and Acceptance</u>

52.246-8

E-1

The Contracting Officer's Representative (COR) is responsible for inspecting and accepting or rejecting all data and hardware submitted by the Contractor to the Government, at destination, in accordance with the terms of the Contract.

INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT

MAY/2001

*** END OF NARRATIVE E 001 ***

Reference No. of Document Being Continued

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Name of Offeror or Contractor: AKRON RUBBER DEVELOPMENT LABORATORY, INC.

SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP WORK ORDER(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
	F.1.1 Data		

F.1.2 The delivery schedule for the data items is found on Exhibit A, The Contract Data Requirements List (DD Form 1423).

F.1.3. All data deliverables under this contract shall be delivered electronically to the email addresses specified in the Contract Data Requirements List (CDRL) DD Form 1423.

F.2 Period of Performance

The period of performance of this contract is 24 months from contract award to 03 Nov 05.

F.3 All software and documents shall be shipped FOB Destination to the following address:

U.S.Army TACOM 6501 E. 11 Mile Road James Capouellez Attn: AMSTA-TR-D M/S 233 Warren Michigan, 48397-5000

Reference No. of Document Being Continued Page 11 of 24 **CONTINUATION SHEET** PIIN/SIIN W56HZV-04-C-0019 MOD/AMD Name of Offeror or Contractor: AKRON RUBBER DEVELOPMENT LABORATORY, INC. SECTION G - CONTRACT ADMINISTRATION DATA PRON/ JOB AMS CD/ ORDER LINE OBLG ACCOUNTING OBLIGATED ACRN STAT ACCOUNTING CLASSIFICATION NUMBER STATION AMOUNT ITEM MIPR 000101 E142C006EH 21 42040000046N6N7EP665502255Y S20113 42C006 W56HZV 396,550.00 665502M4055 TOTAL \$ 396,550.00 SERVICE ACCOUNTING OBLIGATED AMOUNT NAME TOTAL BY ACRN ACCOUNTING CLASSIFICATION STATION 21 42040000046N6N7EP665502255Y S20113 W56HZV 396,550.00 AA Army TOTAL 396,550.00

Regulatory Cite _____ Title _____ Date

G-1 52.242-4016 (TACOM)

COMMUNICATIONS

MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: James Capouellez e-mail: capouelj@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Tamara Workman

e-mail: tamara.workman@dcma.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE

DEC/1991

- (a) <u>Definition</u>. <u>Contracting Officer's Representative</u> means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3 52.227-4004 RELEASE OF INFORMATION (TACOM)

OCT/2003

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360 1.pdf

[End of clause]

CONTINUATION SHEET	Reference No. of Document Bei	Page 12 of 24					
CONTINUATION SHEET	PHN/SHN W56HZV-04-C-0019	MOD/AMD					
Name of Offeror or Contractor: AKRON RUBBER DEVELOPMENT LABORATORY, INC.							

(TACOM)

52.232-4005

INVOICE INFORMATION REQUIREMENT

JAN/1988

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this

(TACOM) SPECIAL PAYING INSTRUCTIONS: PAY OLDEST MONEY FIRST (MAR 2000)

This contract currently is funded (or later will be funded) by two or more separate funding documents, as shown in Section G of the contract by the presence of more than one long-line accounting classification for the Contract Line Item Numbers (CLINs) in the contract schedule. The funding represents (or later will represent) appropriations made available for obligation in more than one

In order for disbursements under the contract to be paid appropriately, the following requirements apply to the paying office:

The PAYING OFFICE: shall determine the total amount requested on each invoice or payment voucher received against the contract. Each payment shall be made against the oldest funding line(s) in the contract for which funds remain available. fiscal year is represented by two or more accounting lines that still contain funds, payment shall be made equally against all accounting lines representing the oldest fiscal year until such lines are completely disbursed.

First example: the contract includes one accounting line from fiscal year 1999 and two accounting lines from fiscal year 2000. Result: disbursements against new invoices are made on the fiscal 1999 accounting line until it is completely disbursed, before any disbursements are made against the fiscal year 2000 accounting lines. Once disbursements start against the fiscal year 2000 lines, those payments will be split equally between the two available fiscal 2000 lines.

Second example: the contract includes four accounting lines from fiscal year 1999 and one accounting line from fiscal year 2000. Result: disbursements against new invoices are made and recorded equally against each of the four fiscal 1999 accounting lines. If one of the 1999 accounting lines becomes completely disbursed but money remains available on other 1999 lines, then payment on subsequent invoices will be made and recorded equally among the remaining 1999 lines until they become completely disbursed, before disbursements are made against the fiscal year 2000 line.

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Name of Offeror or Contractor: AKRON RUBBER DEVELOPMENT LABORATORY, INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-5	252.225-7009	DUTY-FREE-ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	AUG/2000
		COMPONENTS)	
H-6	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-7	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-8	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-9	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-10	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-11	252.246-7001	WARRANTY OF DATA	DEC/1991
H-12	252.227-7039	PATENTS REPORTING OF SUBJECT INVENTIONS	APR/1990

The Contractor shall furnish the Contracting Officer the following:

- (a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.
- (b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.
- (c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.
- (d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-13 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING (TACOM)

DEC/2002

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/ . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm
Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm
Red River Army Depot: http://www.redriver.army.mil/contracting/Awards
Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

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- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
- (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
 - (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
 - (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
 - (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

- (f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059. [End of Clause]
- H-14 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989 (TACOM)
- (a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.
- (b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-15 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2002 (TACOM)

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
 - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:
 - (586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
 - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm

[End of Clause]

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H.16

The Government reserves the right to take possession of the ten (10) prototype 21st Century Military Combat Tires (21st Century MCT) developed under this contract regardless of their condition after testing. If the Government exercises its right to take possession of the 21st Century MCT assemblies, it will make arrangements with the contractor for delivery at that time.

*** END OF NARRATIVE H 001 ***

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://farsite.hill.af.mil/

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-14	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-15	52.215-13	SUBCONTRACTOR COST OR PRICING DATA MODIFICATIONS	OCT/1997
I-16	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-17	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-18	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-19	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-20	52.216-8	FIXED FEE	MAR/1997
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-23	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACTOVERTIME COMPENSATION	SEP/2000
I-24	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-25	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-26	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-27	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-28	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-29	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-30	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-31	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-32	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-33	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-34	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-35	52.228-7	INSURANCELIABILITY TO THIRD PERSONS	MAR/1996
I-36	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-37	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-38	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-39	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-40	52.232-17	INTEREST	JUN/1996
I-41	52.232-22	LIMITATION OF FUNDS	APR/1984
I-42	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-43	52.232-25	PROMPT PAYMENT	FEB/2002
I-44	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-45	52.233-1	DISPUTES	JUL/2002
I-46	52.233-3	PROTEST AFTER AWARD (ALTERNATE I, dated JUN 1985)	AUG/1996
I-47	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-48	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-49	52.242-13	BANKRUPTCY	JUL/1995
I-50	52.243-2	CHANGESCOST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987

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I-51	52.244-2	SUBCONTRACTS (ALT IAUG 1998)	AUG/1998
I-52	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-53	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-	JUN/2003
		HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July	
		99)	
I-54	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-55	52.246-25	LIMITATION OF LIABILITYSERVICES	FEB/1997
I-56	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-57	52.249-14	EXCUSABLE DELAYS	APR/1984
I-58	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-59	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-60	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
		THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
I-61	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE	MAR/1998
		GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal	
		Register 27 Mar 98	
I-62	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-63	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-64	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-65	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-66	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
I-67	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-68	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-69	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE	JUN/1995
		RESTRICTIONS	
I-70	252.227-7030	TECHNICAL DATAWITHHOLDING OF PAYMENT	MAR/2000
I-71	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-72	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD	MAR/2000
		CONTRACTS)	
I-73	52.243-7	NOTIFICATION OF CHANGES	APR/1984

- (a) <u>Definitions</u>. <u>Contracting Officer</u>, as used in this clause, does not include any representative of the Contracting Officer. <u>Specifically authorized representative (SAR)</u>, as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.
- (b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 30 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--
 - (1) the date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
 - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
 - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

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(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) <u>Continued performance</u>. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; <u>provided</u>, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders, and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.
- (d) <u>Government response</u>. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--
 - (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases <u>contract price</u> and <u>cost</u> wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

[End of Clause]

I-74 52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS JAN/1999

- (a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Oualified HUBZone Small Business Concerns maintained by the Small Business Administration.
 - (b) Evaluation preference.
 - (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

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(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
 - [] Offer elects to waive the evaluation preference.
 - (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

I-75 52.223-11 OZONE-DEPLETING SUBSTANCES

MAY/2001

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- (a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Evironnmental Protection Agency designates in 40 CFR part 82 as--
 - (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

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I-76 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-77 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION NOV/2001

- (a) Definitions. As used in this clause--
- (1) <u>Central Contractor Registration (CCR) database</u> means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) <u>Data Universal Numbering System (DUNS) number</u> means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) <u>Data Universal Numbering System +4 (DUNS+4) number</u> means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) <u>Registered in the CCR database</u> means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
 - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DOD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr.gov.

[End of Clause]

I-78 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

- (a) Definitions. As used in this clause--
- (1) <u>Components</u> means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

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- (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
- (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) <u>Subcontractor</u> means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) <u>Supplies</u> means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) <u>Supplies</u> includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
 - (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
 - (1) Type, weight, and cube of cargo;

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-C-0019

MOD/AMD

Page 22 of 24

Name of Offeror or Contractor: AKRON RUBBER DEVELOPMENT LABORATORY, INC.

- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-
 - (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
 - (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM CONTRACT
DESCRIPTION LINE ITEMS

DESCRIPTION LINE ITEMS QUANTITY TOTAL

- (g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:
- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 23 of 24
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Name of Offeror or Contractor: AKRON RUBBER DEVELOPMENT LABORATORY, INC.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-79 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999 (TACOM)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 24 of 24			
CONTINUATION SHEET	PHN/SHN W56HZV-04-C-0019	MOD/AMD				
Name of Offeror or Contractor: Akron Rubber Development Laboratory, Inc.						
SECTION J - LIST OF ATTACHMENTS						

Number

006

of Pages Transmitted By

____Date

04-NOV-2003

List of

List of Addenda Title

Attachment 001 CONTRACT DATA REQUIREMENTS LIST (DD 1423)

 PIIN/SIIN
 W56HZV-04-C-0019

 MOD/AMD
 ATT/EXH ID

 ATTAGE
 1

CONTRACT DATA REQUIREMENT LIST

16 REMARKS:

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0002 B. EXHIBIT	D. SYSTEM/ITEM: E. CONTRACT/PR NO.: W56HZV-04-C-0019 F. CONTRACTOR: Akron Rubber Developm	ent Lab			
1. DATA ITEM NO: A001 2. TITLE OF DATA ITEM.: Contractor's Proge 3. SUBTITLE:	ess, Status and Management Report				
**	9. DIST. STATEMENT REQUIRED.: 0. FREQUENCY: bi-weekly 1. AS OF DATE: Contract Award	13. DATE	12. DATE OF SUBS.		UB.: 14 DAC
14. DISTRIBUTION A. ADDRESSEES		В.	COPIES:	DRAFT	FINAL
Dawn Vanhulle, Contract Specialist, E-Mail:	oresentative (COR), E-mail: capouelj@tacom.army.m vanhulld@tacom.army.mil Officer (ACO), E-Mail: tamara.workman@dcma.mil		TOTAL:		1 1 1 *1

- a. This Contract Data Requirement List applies to the Basic Bi-weekly Reports referenced here in block 5.
- b. Distribution shall be made by e-mail in Microsoft Word and/or Excel applications.
- c. If computer related problems prevent the use of e-mail, then the reports may be faxed as an alternative method.
- d. Prepare the reports in the Contractor's format. Report details may be accessed at the following location:

http://assist.daps.dla.mil/docimages/0001/48/17/DI80227.PD8

* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to James Capouellez's, Dawn VanHulle's, and Tamara Workman's e-mail addresses.

Submit the reports using any of the following electronic formats:

- (1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
 - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.
 - (4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-

PIIN/SIIN W56HZV-04-C-0019 MOD/AMD ATT/EXH ID Attachment 001 PAGE 2

1 *1

15. TOTAL:

mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date.

All alternate methods must be a no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.

- (b) Files may be read-only, password protected.
- d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 100 or 250 Megabyte Zip*-disk, 3 inch disk, or 650 megabyte CD-ROM. Identify the software application and version used to create each file submitted.
- (1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."
- (2) 100 or 250 MEGABYTE ZIP*-DISK, 3 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name, address and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip*-disk.

* Registered Trademark

A CONTRACT LINE ITEM NO: 0002

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

D SYSTEM/ITEM :

E. CONTRACT/PR NO..: W56HZV-04-C-0019 B. EXHIBIT A C. CATEGORY....: F. CONTRACTOR....: Akron Rubber Development Lab 1. DATA ITEM NO....: A002 2. TITLE OF DATA ITEM.: Scientific and Technical Report 3. SUBTITLE..... Final Test Results 4. AUTHORITY..... DI-MISC-80711 5. CONTRACT REFERENCE.: SOW Para C.2.2 - C.2.6 6. REQUIRING OFFICE...: AMSTA 12. DATE OF FIRST SUB.: 9. DIST. STATEMENT REQUIRED.: 7. DD250 REQ..... LT 10. FREQUENCY..... As Required 13. DATE OF SUBS. SUB.: 8. APP CODE....: 11. AS OF DATE..... Contract Award 14. DISTRIBUTION A. ADDRESSEES B. COPIES: DRAFT FINAL James Capouellez, Contracting Officer's Representative (COR), E-mail: capouelj@tacom.army.mil 1 Dawn Vanhulle, Contract Specialist, E-Mail: vanhulld@tacom.army.mil 1

16. REMARKS:

- a. This Contract Data Requirement List applies to the Test Reports referenced here in block 5.
- b. Distribution shall be made by e-mail in Microsoft Word and/or Excel applications.

Tamara Workman, Administrative Contracting Officer (ACO), E-Mail: tamara.workman@dcma.mil

- c. If computer related problems prevent the use of e-mail, then the reports may be faxed as an alternative method.
- d. Prepare the reports in the Contractor's format. Report details may be accessed at the following location:

http://assist.daps.dla.mil/docimages/0001/48/17/DI80227.PD8

* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to James Capouellez's, Dawn VanHulle's, and Tamara Workman's e-mail addresses.

Submit the reports using any of the following electronic formats:

- (1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
 - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.
- (4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date.

 All alternate methods must be a no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.

- (b) Files may be read-only, password protected.
- d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 100 or 250 Megabyte Zip*-disk, 3 inch disk, or 650 megabyte CD-ROM. Identify the software application and version used to create each file submitted.
- (1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."
- (2) 100 or 250 MEGABYTE ZIP*-DISK, 3 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name, address and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip*-disk.

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17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE :

1. DATA ITEM NO.: A003

2. TITLE OF DATA ITEM.: Scientific and Technical Reports

3. SUBTITLE: Final Scientific Report

4. AUTHORITY: DI-MISC-80711
5. CONTRACT REFERENCE: SOW Para C.5.1

6. REQUIRING OFFICE...: AMSTA-TR-D 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.: 25 Months DAC

7. DD250 REQ.....: DD 10. FREQUENCY.....: See Blk 16 13. DATE OF SUBS. SUB.:

8. APP CODE....: 11. AS OF DATE...:

14. DISTRIBUTION A. ADDRESSEES B. COPIES: DRAFT FINAL James Capouellez, Contracting Officer's Representative (COR), E-mail: @tacom.army.mil 1

Dawn Vanhulle, Contract Specialist, E-Mail: vanhulld@tacom.army.mil 1

Dawn Vanhulle, Contract Specialist, E-Mail: vanhulld@tacom.army.mil

Tamara Workman, Administrative Contracting Officer (ACO), E-mail: tamara.workman@dcma.mil

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15. TOTAL: *1

16. REMARKS:

a. This Contract Data Requirement List applies to the Basi SOW Deliverable - Final Scientific report here in block 5.

referenced

- b. A minimum of one Final Scientific Report is required.
- c. Distribution shall be made by e-mail formatted in Microsoft Office applications to capouelj@tacom.army.mil.
- d. If computer related problems prevent the use of e-mail, then the reports may be faxed or mailed on a CD-ROM disk as alternative methods.
- e. Prepare the reports in the Contractor's format. Report details may be accessed at the following location:

http://assist.daps.dla.mil/docimages/0001/48/74/W0293W.PD9

* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to James Capouellez's, Dawn VanHulle's, and Tamara Workman's e-mail addresses.

Submit the reports using any of the following electronic formats:

- (1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
 - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.
- (4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, in order to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date.

 All alternate methods must be a no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.

- (b) Files may be read-only, password protected.
- d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 100 or 250 Megabyte Zip*-disk, 3 inch disk, or 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.
- (1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."
- (2) 100 or 250 MEGABYTE ZIP*-DISK, 3 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name, address and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip*-disk.

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17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1 1

1

PAGE 5

1. DATA ITEM NO.: A004

2. TITLE OF DATA ITEM.: Computer Software Product End Items

3. SUBTITLE:

4. AUTHORITY: DI-MCCR-80700 5. CONTRACT REFERENCE: SOW para C.4.1

6. REQUIRING OFFICE...: AMSTA-TR-D 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.: See Block 16 10. FREQUENCY...... See Block 16 13. DATE OF SUBS. SUB.: See Block 16 7. DD250 REQ....:

11. AS OF DATE..... See Block 16 8. APP CODE....:

14. DISTRIBUTION A. ADDRESSEES B. COPIES: INITIAL FINAL

James Capouellez, Contracting Officer's Representative (COR), E-mail: capouelj@tacom.army.mil

U.S. ARMY TACOM AMSTA-TR-D, MS:233 15. TOTAL: 1 1

Warren, MI 48397-5000

16. REMARKS:

Contractor shall deliver software referenced in the scope of work.

Specific reference: Documentation specified in paragraph C.4.1.

Content: The contractor shall supply the software.

Media: The contractor shall supply the software on a CDROM.

Format: The contractor shall format to a PC based Operating System.

17. PRICE GROUP: 18 ESTIMATED TOTAL PRICE:

1. DATA ITEM NO.: A005

2. TITLE OF DATA ITEM.:

3. SUBTITLE : Presentation Material

4. AUTHORITY: DI-ADMIN-81373 5. CONTRACT REFERENCE: SOW Para C.5.3

6. REQUIRING OFFICE...: AMSTA-TR-D 10. FREQUENCY...... TBD 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.: 13. DATE OF SUBS. SUB.:

7. DD250 REQ....: 8. APP CODE....: 11. AS OF DATE..... Upon Delivery

14. DISTRIBUTION A. ADDRESSEES B. COPIES: DRAFT FINAL

James Capouellez, Contracting Officer's Representative (COR), E-mail: capouelj@tacom.army.mil

15. TOTAL: 1

16. REMARKS:

a. This Contract Data Requirement List applies to both the Basic and Option SOW - Demonstrations referenced here in block 5.

b. The scope of presentation material shall be limited to the following

c. Contractor is shall prepare portable 3-panel display board, approximately 72Wx30H in size.

d. Left panel to include: Purpose, Problem and Procedure.

e. Center panel to include: Title, Illustrations/Photos and/or Graphics/Charts.

f. Right panel to include: Results and Conclusions.

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PAGE 6

Report details may be accessed at the following location:

http://assist.daps.dla.mil/docimages/0001/58/88/81373.PD2

Submit the reports using any of the following electronic formats:

- (1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
 - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.
- (4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, in order to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date.

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- (1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."
- (2) 100 or 250 MEGABYTE ZIP*-DISK, 3 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name, address and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip*-disk.

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17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE: